

**BOISE, FRIDAY, FEBRUARY 17, 2023, AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>BRONCO ELITE ARTS &amp; ATHLETICS,</b>	)	
<b>LLC, and BRANDON J. PAINE,</b>	)	<b>Docket Nos. 49094 &amp; 49523</b>
	)	
<b>Plaintiffs-Counterdefendants-</b>	)	
<b>Respondents-Cross Appellants,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>106 GARDEN CITY, LLC, and TRICON</b>	)	
<b>PROPERTIES, LLC,</b>	)	
	)	
<b>Defendants-Counterclaimants-</b>	)	
<b>Appellants-Cross Respondents.</b>	)	

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Appeal from the District Court of the Fourth Judicial District, State of Idaho, Ada County. Lynn G. Norton, District Judge.

Meuleman Law Group, PLLC, Boise, for appellants.

Holland & Hart LLP, Boise, for respondents.

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This consolidated appeal concerns a contract dispute. Bronco Elite Arts & Athletics, LLC, and its manager and registered agent, Brandon Paine (collectively “Bronco Elite”), operate a gymnastics facility in Garden City, Idaho. The gymnastics facility is located on property (the “Property”) that Bronco Elite leases from 106 Garden City, LLC, (“106 Garden City”) and Tricon Properties, LLC (“Tricon”). The lease agreement provided Bronco Elite the option to purchase the Property five years into the initial ten-year lease term. However, when Bronco Elite attempted to exercise that option, 106 Garden City and Tricon did not move forward with the sale.

Bronco Elite brought suit against 106 Garden City and Tricon, seeking specific performance. 106 Garden City and Tricon argued that Bronco Elite was precluded from exercising the purchase option because Bronco Elite had already breached the lease agreement by consistently failing to pay rent on time. The district court granted summary judgment in favor of Bronco Elite and ordered that the Property be conveyed to Bronco Elite. This appeal followed.